

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Airport
AGENDA DATE: January 24, 2012
CONTACT PERSON: Monica Lombraña A.A.E., (915) 780-4793
DISTRICT(S) AFFECTED: All Districts

SUBJECT:

APPROVE a resolution authorizing the City Manager to sign a Lessor's Approval of Assignment of the General Aviation Commercial Ground Lease by and between the City of El Paso ("Lessor"), Juliusson Family Limited Partnership ("Assignor") and TJW Aviation LLC ("Assignee") for the following described property: Portions of Lots 2 and 3, Block 4, El Paso International Airport Tracts, Unit 10, El Paso County, Texas and municipally known and numbered as 6805 Boeing Dr., El Paso, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso ("Lessor") entered into a General Aviation Commercial Ground Lease Agreement dated June 1, 1990 ("Agreement") between the Lessor and Julie's Aircraft Services, Inc. On January 27, 2004, Lessor approved the assignment of the Lease to Juliusson Family Limited Partnership ("Assignor"); and Assignor now desires to execute a Lessor's Approval of Assignment with TJW Aviation, LLC, wherein Assignor will agree to assign to TJW Aviation, LLC and TJW Aviation, LLC will agree to assume Assignor's obligations under the Lease.

PRIOR COUNCIL ACTION:

On January 27, 2004, Lessor approved the assignment of the Lease to Juliusson Family Limited Partnership from Julie's Aircraft Services, Inc.

AMOUNT AND SOURCE OF FUNDING:

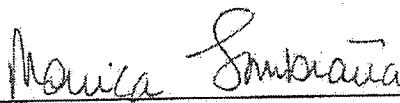
N.A. this is a revenue producing Lease

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


Monica Lombraña A.A.E.
Director of Aviation

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Lessor's Approval of Assignment of the General Aviation Commercial Ground Lease by and among the City of El Paso ("Lessor"), Juliusson Family Limited Partnership ("Assignor"), and TJW Aviation LLC ("Assignee") for the following described property:

Portions of Lots 2 and 3, Block 4, El Paso International Airport Tracts, Unit 10, El Paso, El Paso County, Texas and municipally known and numbered as 6805 Boeing Dr., El Paso, Texas.

ADOPTED this the ____ day of _____ 2012.

THE CITY OF EL PASO

ATTEST:

John F. Cook
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña, A.A.E.
Director of Aviation

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

LESSOR'S APPROVAL OF ASSIGNMENT

WHEREAS, the City of El Paso ("Lessor") entered into a General Aviation Commercial Ground Lease Agreement dated June 1, 1990 between the Lessor and Julie's Aircraft Services, Inc.;

WHEREAS, on March 24, 1992, a First Amendment to General Aviation Commercial Ground Lease was executed, and it amended the June 1, 1990 Lease Agreement to delete a portion of the demised premises and to define the demised premises as follows:

A portion of Lots 2 and 3, Block 4, El Paso International Airport Tracts, Unit 10, El Paso, El Paso County, Texas, containing 96,715.44 square feet, or 2.22 acres of land, more or less and more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference, and municipally known and numbered as 6805 Boeing Dr., El Paso, Texas. ("Property"),

and the June 1, 1990 Lease and the March 24 1994 First Amendment are collectively referred to herein as the "Lease";

WHEREAS, on January 27, 2004, Lessor approved the assignment of the Lease to Juliusson Family Limited Partnership ("Assignor");

WHEREAS, Assignor desires to execute a Lessor's Approval of Assignment with TJW Aviation, LLC, wherein Assignor will agree to assign to TJW Aviation, LLC and TJW Aviation, LLC will agree to assume Assignor's obligations under the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to TJW Aviation LLC, a Texas Limited Liability Company ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.
2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the

Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.

3. **GUARANTOR.** Assignee shall, as of the effective date of the assignment, enjoy all rights and privileges and be responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee. Provided, however, Assignee shall tender to Lessor an irrevocable letter of credit, or other surety acceptable to the Director of Aviation ("Security Deposit") in an amount equal to three (3) months of Rental to guarantee the faithful performance of Lessee of its obligations under this Lease and the payment of all Rental due hereunder. Assignee shall be obligated to maintain such Security Deposit in effect until the expiration of eighteen (18) consecutive months from the Effective Date of this Lessor's approval of Assignment. Within twenty (20) days after expiration of such eighteen (18) month period and if no Event of Default by Assignee has occurred, Lessor will return the Security Deposit to Assignee.
4. **RATIFICATION OF LEASE.** Except as expressly modified herein, no provision of this consent alters or modifies any of the terms and conditions of the Lease; all other terms and conditions of the Lease shall remain in full force and effect.
5. **ADDRESS FOR NOTICE.** Notices to Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: Juliusson Family Limited Partnership
6805 Boeing Drive
El Paso, Texas 79925

ASSIGNEE: TJW Aviation, LLC
420 S. Kenazo
Horizon, Texas 79928
Attn: Timothy J. Wilson

6. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the authority legally to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
7. **NON-WAIVER.** This Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
8. **EFFECTIVE DATE.** The parties have executed this Lessor's Approval of Assignment hereto this _____ day of _____ 2012.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ADOPTED this _____ day of _____, 2012.

LESSOR: CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Theresa Cullen

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña

Monica Lombraña, A.A.E.
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2012,
by Joyce A. Wilson as City Manager of the City of El Paso, Texas. (Lessor)

My Commission Expires: _____

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

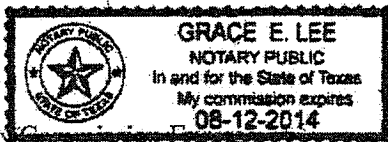
ASSIGNOR:
Juliussan Family Limited Partnership

Printed Name: THORLEIFUR JULIUSSON
Title: GENERAL PARTNER

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 12th day of JANUARY, 2012,
by Thorleifur Juliussan as General Partner of Juliussan Family Limited Partnership (Assignor).

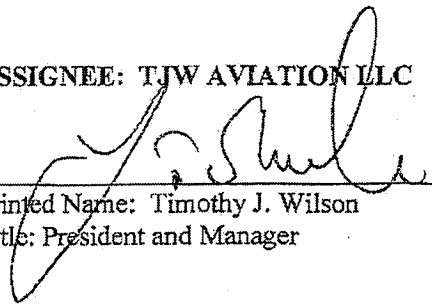


My Commission Expires
08-12-2014

Grace E. Lee
Notary Public, State of TEXAS

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

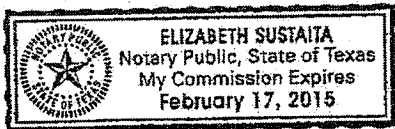
ASSIGNEE: TJW AVIATION LLC



Printed Name: Timothy J. Wilson
Title: President and Manager

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 12 day of January,
2012, by Timothy J. Wilson as President and Manager of TJW Aviation LLC. (Assignee)




Notary Public, State of Texas

My Commission Expires:
February 17, 2015